

## NIH POLICY MANUAL

### 2300-334-1 - ASSIGNMENTS UNDER THE INTERGOVERNMENTAL PERSONNEL ACT (IPA)

Issuing Office: OHRM, 496-4491

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1. **Explanation of Material Submitted:** This Instruction outlines NIH procedures to be used in governing mobility assignments between Federal agencies and non-Federal entities.
2. **Filing Instructions:**

**Remove:** None

**Insert:** NIH Manual 2300-334-1, dated 9/25/98

**PLEASE NOTE:** For more information on:

- Content of this chapter, contact the issuing office listed above.
  - NIH Manual System, contact the Division of Management Services, OMA on 496-2832, or enter this URL: <http://www3.od.nih.gov/oma/manualchapters>.
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#### A. Purpose:

This issuance summarizes the NIH policies and procedures in relation to the temporary assignment of employees between NIH and state or local governments; institutions of higher education; Federally Funded Research and Development Centers; and other eligible organizations under the Intergovernmental Personnel Act (IPA) Mobility Program.

#### B. Legal Authority/References:

1. Executive Order 11589 of April 1, 1971, The Intergovernmental Personnel Act of 1970
2. 5 U.S. Code, Chapter 33, Subchapter VI, Section 3371-3376, Assignments To and From States
3. 5 CFR Part 334, Temporary Assignment of Employees Between Federal Agencies and State, and Local, and Indian Tribal Governments, Institutions of Higher Education, and other Eligible Organizations
4. HHS Instruction 334-1, Temporary Assignments of Personnel under the Intergovernmental Personnel Act of 1970 dated 3/7/96
5. Federal Register, Volume 62, No. 82, Part 334 (amended), Final Regulation, dated April 29, 1997.

#### C. Policy and Objective:

It is the NIH policy to encourage and support temporary assignment of personnel between NIH and other qualified institutions under the Intergovernmental Personnel Act (IPA) Mobility Program when the assignment is for work of mutual concern and benefit to NIH and the institution. Assignments solely for training are not permissible; however, assignments that

involve gaining experience and knowledge that will improve employees' subsequent effectiveness in their regular assignments are appropriate.

The NIH objective is to make it feasible and convenient to temporarily assign skilled personnel between institutions when it serves sound public policy to do so. The temporary assignment of NIH employees to outside organizations and institutions provides experience in and knowledge of the assignment environment and gives the receiving organization the benefit of the experience and knowledge brought with the NIH employee. By accepting employees from other organizations on temporary assignment, NIH is able to: assist in the transfer and use of new technologies; attract and utilize difficult to obtain talent; give valued experience that will increase the assignee's and the home institution's future effectiveness when dealing with NIH; and strengthen both organizations' resources.

#### **D. Definitions:**

1. **Employee:** an individual serving in a Federal agency under a career or career-conditional appointment, including career appointees in the Senior Executive Service (SES), individuals under appointments of equivalent tenure in excepted service positions, and Presidential Management Interns; or an individual employed for at least 90 days in a career position with a state, local, or Indian tribal government, institution of higher education, or other eligible organization.
2. **State or local government:** a State of the United States at any level including the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, other territories and possessions of the United States; any instrumentality or authority of a State; any political subdivision; any general or special purpose agency; and any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as described in the Alaska Native Claims Settlement Act.
3. **Institutions of higher education:** an accredited U.S. public or private 4-year college or university, or a technical or junior college.
4. **Other organizations:** a national, regional, state-wide, or metropolitan organization representing member State or local governments; an association of State or local public officials; or a nonprofit organization that has as one of its principal functions the offering of professional advisory, research, educational, development, or related services to governments or universities concerned with public management.
5. **Federally Funded Research and Development Centers (FFRDC):** the specific organizations that were established to meet the particular research and development needs of any Federal agency as identified by the National Science Foundation (NSF).
6. **Certification of eligibility for "other organizations:"** organizations that submitted documentation as required in paragraph G below and determined to be eligible for participation in an IPA mobility assignment.

#### **E. Coverage:**

This issuance covers career or career conditional employees of Federal agencies, including career employees in the Senior Executive Service (SES); individuals under appointments of

equivalent tenure in excepted service positions and Presidential Management Interns; and individuals employed for at least 90 days in career positions with State, local, and/or Indian tribal governments, U.S. institutions of higher education and other organizations certified as eligible to participate in the IPA Mobility Program.

**Individuals excluded** from participating in the IPA Mobility Program include:

- Federal, State, or local government employees serving under non-career, limited term, or an employee in a position that has been excepted from competitive service by reason of its confidential, policy making, policy determining, or policy advocating character;
- Individuals employed for less than 90 days in a career position with a State, local, or Indian tribal government, institution of higher education, or other eligible organization;
- Members of the uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration;
- Elected Federal, State or local government officials;
- Students of universities employed in research, graduate, teaching assistants and similar temporary positions; and
- Students and employees from foreign universities.

#### **F. Responsibilities:**

1. The Office of Human Resource Management (OHRM), NIH is responsible for: interpreting the provisions of the Intergovernmental Personnel Act; developing NIH policy; disseminating information and instructions to NIH management and human resource officials about the use of this mechanism; certifying "other organizations;" and providing Program oversight and evaluation.
2. The Office of Financial Management (OFM), NIH is responsible for: providing assistance in making necessary financial arrangements; providing information related to travel and transportation entitlements; and ensuring that the financial arrangements stated in the Assignment Agreement are upheld.
3. Institute and Center (IC) Directors and their designated authorizing officials are responsible for: promoting the use of the IPA assignments; identifying assignments that are of mutual benefit to NIH and the institution; assuring that outside organizations are certified; conducting negotiations with the institution; approving assignment agreements; notifying OFM of early termination of assignments; and assuring that their IC adheres to the Program policies and procedures.

#### **G. Certification of "Other Organizations":**

In accordance with 5 CFR 334.103, a non-Federal organization interested in participating in the IPA Mobility Program as an "other organization" must have been certified by a Federal agency as eligible for participation in the Program prior to entering into an Agreement. OPM certifications received prior to May 29, 1997 are void and the organizations are required to reapply for certification. An organization certified by a Federal agency after May 29, 1997 has permanent eligibility and may participate in the IPA Mobility Program throughout the Federal government.

An IC entering into an Agreement with an organization certified by another Federal agency must obtain a copy of the certification and forward it to the Human Resource Program Support Division, OHRM, prior to approving the IPA agreement.

Inquiries regarding certification should be directed to the Human Resource Program Support Division, OHRM, Bldg. 31, Room B3C29, 496-2404. **A list of certified organizations may be viewed on** <http://www1.od.nih.gov/ohrm/hrinfo/IPA/ipa-orgs.htm>.

**How To Obtain Certification:** An organization requesting NIH certification to participate in the IPA Mobility Program must submit to the Human Resource Program Support Division, OHRM, Bldg. 31, Room B3C29, the following documentation:

- Articles of incorporation;
- Bylaws;
- Internal Revenue Service nonprofit statement; and
- Any other information describing the organization's activities as they relate to the public management concerns of governments or universities.

## **H. Assigning Employees:**

Under the IPA Mobility Program assignments may be made by detail or appointment. Attachments 1 and 2 of this issuance provide a quick reference guide for provisions associated with the detail and/or appointment of employees of NIH and non-Federal organizations. The IC Director or his/her designated authorizing official is responsible for ensuring that an assignment agreement, meeting the requirements of this issuance, has been prepared and approved prior to sending a NIH employee to a non-Federal organization or allowing a non-Federal employee to begin a NIH IPA. A copy of each agreement shall be on file in the IC.

### **1. Assigning NIH Employees to Non-Federal Organizations**

- **By Detail:** NIH employees on an IPA detail continue to occupy their positions and retain all Federal entitlements. The detailed employee continues to receive his/her salary from the IC. The non-Federal organization may reimburse the IC for all or any part of the employee's travel and transportation expenses, salary, and benefits. The detail is creditable service for within-grade-increases.
- **By Appointment:** NIH employees placed on leave-without-pay (LWOP) may receive formal appointments from the non-Federal organization to which assigned. He/she remains a Federal employee and retains the rights and benefits associated with that status. The IC continues to pay the employer share of benefit costs (these costs may be reimbursed in whole or part by the non-Federal organization). If the rate of pay authorized by the non-Federal organization is less than the Federal salary, the employee may receive supplemental salary payments from the IC. An NIH employee may receive a supplemental salary from the non-Federal organization only when the assigned position has an established and documented higher rate

of pay than the employee's Federal salary.

## 2. Assigning Non-Federal Employees to NIH

- **By Detail:** Non-Federal employees on detail to NIH are not considered employees of NIH. Detailees may only serve in an advisory capacity, a consultative capacity, or a staff assignment. They may provide day-to-day supervision of employees. However, they may not sign documents implementing delegated authorities, such as grants, contracts, policies or personnel issues. The exercise of delegated authorities is reserved to Federal government employees only. Detailees are paid by the non-Federal organization and are not entitled to Federal pay. The IC may reimburse the employer; however, reimbursement may not be made for administrative costs of the assignment, tuition costs for children. Outside earnings may not be reimbursed, except if the assignee's regular tour of duty in the non-Federal organization included consulting time that cannot be continued due to the IPA assignment.
- **By Appointment:** Non-Federal employees may be appointed in the excepted service under 5 USC 3374 (a)(1) to established positions at the NIH. Appointees may serve in line management positions. Although they remain employees of the non-Federal organization while a participant in the IPA Program, their employing organization must carry them in a leave-without-pay or similar non-duty status during the term of their IPA appointment. Appointees are paid at the level authorized for the position to which they are appointed and are entitled to the same cost-of-living allowances and differentials available to Federal employees. They are NIH employees for all purposes except entitlement to coverage under the Federal Employees Retirement System (FERS), Federal Employees' Group Life Insurance (FEGLI), and Federal Employees Health Benefits Program (FEHBP). **Exception:** A non-Federal appointee may be enrolled in the (FEHBP) if his/her non-Federal coverage is lost as a result of the IPA assignment.

### I. Length of Assignments:

An initial assignment may be made for up to 2 years and may be intermittent, part-time, or full-time. Extensions may be granted for up to 2 additional years. Assignees who have served for four continuous years may not be sent on another assignment without at least a 12-month return to duty. Successive assignments without a break of at least 60 calendar days is regarded as continuous service.

A Federal employee may not serve on an IPA assignment more than a total of 6 years during his/her Federal career (see Appendix 1 and 2 for additional information). However, the 6 year limitation does not apply to assignees from non-Federal organizations. The length of assignment to Indian tribes or tribal organizations may be extended when it is determined that the extension will continue to benefit both parties.

### J. Arranging An Assignment:

IPA assignments are management initiated and must be implemented by a written agreement, OF-69 (see Attachment 3). The benefits to NIH and the non-Federal organization are the primary considerations in initiating assignments. The assignment is voluntary and must be agreed to by the employee. When developing an assignment that involves the movement of a non-Federal employee to NIH, the Agreement should specify that at the end of the assignment the employee will be expected to return to their non-Federal employer. (See Section N for additional requirements on termination of IPA assignments.)

In addition, the Agreement should state clearly that if an employee is paid allowable travel, relocation, and per diem expenses, he/she must complete the entire period of the assignment or one year, whichever is shorter, or reimburse NIH for those expenses. Agreements for Federal employees must state clearly that the assignee is obligated to return to the Federal service for a time equal to the length of the assignment or be liable for all assignment associated expenses (except salary and benefits).

Generally, cost-sharing arrangements associated with the IPA assignment should be based on the extent to which the IC and the participating organization benefit from the assignment. The IC may agree to pay all, some, or none of the costs. There is no maximum payable salary associated with cost-sharing. In addition, the notification requirement previously associated with payment of salaries in excess of EX-I is rescinded. The larger share of the costs should be absorbed by the organization which benefits most from the assignment. When the IC chooses to pay costs in excess of the benefits to NIH, the rationale must be fully documented and become a part of the official file. Costs may include employee pay, fringe benefits (except employer contributions, tuition credit and family member benefits), relocation costs, and travel and per diem expenses.

All cost sharing and other arrangements related to the original assignment should be documented on the OF-69. Extension of the assignment period and modification to the agreement must be documented on the agreement form, OF-69 or extension form (Appendix 4).

#### **K. Travel, Relocation, and Per Diem:**

An IC may pay travel expenses, relocation or per diem allowances for Federal or non-Federal employees as authorized in the Federal Travel Regulation, (41 CFR Chapters 301-304). An IC may elect to pay per diem allowance or relocation expenses, but may not pay both. The employee must sign a service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or relocation expenses.

#### **L. Approval and Distribution of Agreements:**

A fully completed IPA agreement, extension, and/or modification that has been signed by the assignee, the non-Federal organization, supervisor, administrative representative, and approving Federal official is required prior to beginning an assignment for every Federal and non-Federal employee on detail or appointment. Agreements for SES level assignees to non-Federal organizations (and for SES level assignees from non-Federal organizations

coming to NIH) must be approved by the Director, NIH.

The IPA agreement should be distributed as follows:

- The original assignment agreement, extensions, and modifications must be forwarded, within 5 working days of approval, to the Office of Financial Management (OFM), Building 31, Room B1-B05 to facilitate timely financial disbursements.
- Two (2) completed copies of the initial agreement and all extensions and modifications must be forwarded to the Human Resource Program Support Division, Building 31, Room B3C29, for post audit review, prior to the effective date or not more than 5 days after approval of the IPA agreement.
- One (1) copy to the assignee
- One (1) copy to the outside organization
- A copy of each agreement must be on file in the IC

#### **M. Changes/Modification in Assignment:**

All significant changes in an employee's duties, responsibilities, salary, work assignment location or supervisory relationships must be documented as a modification to the original agreement with approval and distribution as described in Section K above. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification.

#### **N. Termination of Assignment:**

An assignment may be terminated at any time at the option of the Federal or non-Federal organization or the assignee. A written 30-day notice (including the reason(s) for the termination) must be given to all parties involved when terminating an agreement before the original completion date. All notifications of early termination of assignment must be forwarded to OFM, Building 31, Room B1-B05 within ten (10) working days of receipt to avoid overpayment of funds.

**An IPA assignment must be terminated immediately when the assignee is no longer employed by his or her original employer, regardless of whether the assignment is a detail or an appointment.**

#### **O. Standards of Conduct and Conflict-of-Interest Provisions:**

A non-Federal employee on assignment to a Federal agency, whether by appointment or detail, is subject to the provisions of the Ethics in Government Act of 1978 (Public Law 95-521), Ethics Reform Act of 1989 (Public Law 101-194) and applicable HHS and NIH policy governing the ethical and other conduct of Federal employees. When in doubt about whether an action violates one of these provisions, appointees should consult their supervisor, Deputy Ethics Counselor (DEC), Ethics Coordinator, or other designated contacts.

A Federal employee on an IPA assignment, whether on detail or appointed while on leave-without-pay, is not exempt from conflict of interest or Hatch Act statutes. Further, the employee may not act as an agent or attorney on behalf of the non-Federal organization in any

matter in which the Federal government is a party or has a direct and/or substantial interest.

Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided they meet the notification requirements of the Indian Self-Determination and Educational Assistance Act.

## **P. Management Controls:**

The purpose of this manual issuance is to provide guidance on the use of NIH policies and procedures related to the temporary assignment of employees between NIH and a state or local government, institution of higher education, Federally Funded Research and Development Centers, and/or other eligible organizations under the Intergovernmental Personnel Act Mobility Program.

1. The Division of IC Consulting, OHRM will maintain oversight over use of the IPA Mobility Program through post-audit review of initial agreements, modifications, and extension of agreements.
2. Periodic Management Control Reviews (MCR) of the IPA authority will be conducted every 3 years and will be led by the NIH Office of Human Resource Management.
3. Issues identified by post-audit reviews will be provided to the IC for corrective action. Repetitive issues that are identified will be brought to the attention of the Director of Human Resources. Depending on the nature and extent of the problem, additional review, policy guidance and/or training may be recommended.
4. The report of the findings of the MCR will be provided to the Director of Human Resources, Director, NIH and IC Directors.

## **Q. Records Retention and Disposal:**

All records (e-mail and non-e-mail) pertaining to this chapter must be retained and disposed of under the authority of NIH Manual [1743](#), "Keeping and Destroying Records," Appendix 1, NIH Records Control Schedule, Item 2300-293-1.

**NIH e-mail messages:** NIH e-mail messages (messages, including attachments that are created on NIH computer systems or transmitted over NIH networks) that are evidence of the activities of NIH or have informational value are considered Federal records. These records must be maintained in accordance with current NIH Records Management guidelines. If necessary, back up file capability should be created for this purpose.

All e-mail messages are considered Government property, and if requested for a legitimate government purpose, must be provided to the requester. Employees' supervisors, NIH staff conducting official reviews or investigations, and the Office of the Inspector General may request access to or copies of e-mail messages. E-mail messages must also be provided to Congressional Oversight Committees, if requested, and are subject to Freedom of Information Act requests. Since most e-mail systems have back-up files that are sometimes retained for significant periods of time, e-mail messages and attachments are likely to be retrievable from a backup file after they have been deleted from an individual's computer. The backup files are subject to the same requests as the original message. Contact your IC Records Officer for



additional information on e-mail records retention and disposal.

## Appendix 1. Assignment of NIH Employees to Non-Federal Organizations:

<b>ASSIGNMENT OF NIH EMPLOYEES TO NON-FEDERAL ORGANIZATIONS</b>		
<b>PROVISIONS</b>	<b>EMPLOYEES ON DETAIL</b>	<b>EMPLOYEES ON LEAVE WITHOUT PAY</b>
<b>1. Status</b>	<p>Employees on IPA assignments are still Federal employees and are eligible to receive or be affected by all personnel actions that would normally apply to employees or their positions (i.e. reclassification, transfer of function, reassignment, within-grade-increases, promotion, rights, seniority, etc.)</p> <p>Upon completion of the assignment, the employee is returned to his/her original position or reassigned to a position of equivalent or higher grade and salary.</p>	<p>Employee is appointed to outside organization. Eligible to receive or be affected by all personnel actions that would normally apply to Federal employees or their positions (i.e. reclassification, transfer of function, reassignment, within-grade-increases, promotion, rights, seniority, etc.)</p> <p>Upon completion of the assignment, the employee is returned to his/her original position or to a position of equivalent grade and pay.</p>
<b>2. Length of Assignment</b>	<p>Initial assignment for up to 2 years with extension for up to 2 additional years. After 4 continuous years employee must return to NIH for 12 months. Total IPA assignments may not exceed six (6) years throughout the employees Federal career. Exception: Assignments to Indian tribes or tribal organizations may be extended to any length of time where it is determined that the assignment is beneficial to both organizations.</p>	

<b>3. Hours of Duty</b>	<p>Tour of duty will be determined by the non-Federal organization. The employee will either be excused from duty on all Federal holidays without charge to leave or receive holiday premium pay for work performed. May be excused from duty by organization on State or local holidays without charge to leave, but will not be entitled to premium pay if required to work on these days.</p>	<p>The non-Federal organization will determine the employee's workweek, hours of duty, and the holiday entitlement.</p>
<b>4. Leave</b>	<p>Accrual and use of sick and annual leave follows Federal regulations. Overtime allowed under Federal provisions if approved by IC supervisor. Absence from duty with the outside organization is charged against the appropriate leave category. The 240 hour and 720 hour annual leave carryover limit remain in effect for non-SES and SES respectively.</p>	<p>Entitled to earn sick and annual leave as if the employee had continued in a regular Federal position. Annual and sick leave follows Federal regulations. Balances are transferable both to and from the assignment within the prescribed carryover limits.</p>

**5. Pay -- By NIH**

IC will continue to pay basic salary and allowances (including locality pay, special salary rate, cost-of living allowance, etc.) during the assignment. Physician's special pay (PSP) may continue if the non-Federal assignment meets the provisions of the authority. However, discretionary allowances (e.g. physicians comparability allowance (PCA) and retention allowance) will be discontinued. The permanent duty station should be used for payment of temporary duty travel and relocation allowances. In no case can an employee earn less basic salary and allowance while on assignment.

No salary is paid by IC.  
**Exception:** When the salary from the non-Federal organization is less than the employee's Federal rate of pay, a supplemental salary **must be paid** by the IC. The cost of the supplemental salary may vary during the assignment depending on cost-of-living, locality rate and WIG increases, etc. The assignment agreement may provide for reimbursement to the IC for the cost of supplemental pay.

**5. Pay -- By Outside Organization**

May not receive pay from outside organization.  
**Exception:** A supplementary salary may be paid by the outside organization if the assigned position has an established higher rate of pay than the NIH salary. By agreement the organization may reimburse NIH for all or any part of the employee's salary and benefits.

Salary paid by the outside organization may be more than the employee's Federal salary. Overtime pay is paid by the outside organization.

<b>6. Employee Benefits</b>	Employee continues to pay into and receive all benefits (i.e., health and life insurance, retirement, etc.). Coverage under the Federal Employees Compensation Act continues. The Federal Tort Claims Statute and tort liability statutes continue to apply.	Employee is entitled to continue coverage under Federal retirement, life insurance, and health benefits plans. IC continues making employer contributions. By agreement the outside organization may reimburse NIH for its contributions. Coverage under the Federal Employees Compensation Act continues. The Federal Tort Claims Statute and tort liability statutes continue to apply.
<b>7. Supervision</b>	Employee receives work assignments and supervision from non-Federal organization official. An assigned IC supervisor maintains leave records.	Employee receives work assignments and supervision from non-Federal organization official. An assigned IC supervisor maintains leave records.
<b>8. Applicable Laws and Regulations</b>	Federal regulations and NIH policies and procedures will be followed in taking any disciplinary or adverse actions, and in adhering to and gaining approval of requests for outside work/activities.	
<b>9. Conflict of Interest and Political Activity</b>	Federal statutes, HHS and NIH policies pertaining to conflicts of interest and prohibited political activities apply to employees on temporary assignments.	

## Appendix 2. Assignment of Non-Federal Employees to NIH:

<b>ASSIGNMENT OF NON-FEDERAL EMPLOYEES TO NIH</b>		
<b>PROVISIONS</b>	<b>NON-FEDERAL EMPLOYEE DETAIL</b>	<b>NON-FEDERAL EMPLOYEE APPOINTMENT</b>

<b>1. Status</b>	<p>Assignees from non-Federal organizations must have been employed by the organization in a permanent position for at least 90 days prior to the approval of the IPA agreement. The Agreement for a non-Federal employee who does not relocate to a NIH facility must clearly state the reason for remaining at the organization and include a plan for supervising the duties of the employee, including some face-to-face interaction to insure performance of the duties.</p>		
	<table> <tr> <td data-bbox="482 466 992 1165"> <p>Detailees continue to be employed by his/her non-Federal organization.</p> </td><td data-bbox="992 466 1495 1165"> <p>Employee is on leave without pay from non-Federal organization. He/she receives an NIH temporary appointment in the excepted service under authority of 5 USC 3374. Before appointing an assignee to a SES position, an SES limited term authority must be obtained through OHRM, Division of Senior Systems. This authority allows an initial appointment of two (2) years and may be extended no more than 2 additional years</p> </td></tr> </table>	<p>Detailees continue to be employed by his/her non-Federal organization.</p>	<p>Employee is on leave without pay from non-Federal organization. He/she receives an NIH temporary appointment in the excepted service under authority of 5 USC 3374. Before appointing an assignee to a SES position, an SES limited term authority must be obtained through OHRM, Division of Senior Systems. This authority allows an initial appointment of two (2) years and may be extended no more than 2 additional years</p>
<p>Detailees continue to be employed by his/her non-Federal organization.</p>	<p>Employee is on leave without pay from non-Federal organization. He/she receives an NIH temporary appointment in the excepted service under authority of 5 USC 3374. Before appointing an assignee to a SES position, an SES limited term authority must be obtained through OHRM, Division of Senior Systems. This authority allows an initial appointment of two (2) years and may be extended no more than 2 additional years</p>		
<b>2. Length of Assignment</b>	<p>Initial assignment for up to 2 years with extension for up to 2 additional years. After 4 continuous years employee must return to permanent organization for 12 months. (Successive assignments without at least a 60 day break, will be regarded as continuous service.) No limitation on total length of assignments for non-Federal assignees.</p>		

<b>3. Hours of Duty</b>	<p>Detailees have the same hours of duty as those of NIH employees and are eligible to participate in alternative work schedules. The work schedule (full-time, part-time, intermittent) must be documented in the Agreement.</p> <p><b>Exception:</b> If the permanent organization's normal workweek is less than the Federal workweek, appropriate adjustments should be made.</p>	<p>Employee follows Federal laws and regulations related to hours of duty. Hours of duty are set by the appointing IC.</p>
<b>4. Leave</b>	<p>Detailees are covered by the leave system of the permanent organization. The use of leave is approved by the IC supervisor and reported to the permanent organization as prescribed by the Agreement. Detailees are entitled to observe Federal holidays as well as the holidays documented in the Agreement as generally observed by the non-Federal organization.</p>	<p>Employee follows Federal laws and regulations related to annual and sick leave accumulation and use holidays observed.</p>
<b>5. Supervision</b>	<p>The supervision of a non-Federal employee who does not relocate to a NIH facility must be clearly documented on the assignment agreement and include some face-to-face interaction to insure performance of the duties.</p>	
	<p>Detailees receive work assignments and supervision from an NIH official.</p>	<p>Employee receives work assignments and supervision from an NIH official.</p>

## 6. Employee Benefits

Detailees are not eligible for coverage under Federal retirement system, life insurance, and health benefits plans. They are covered by the Federal Tort Claims and any other Federal tort liability statute, and are eligible for benefits under the Federal Employees Compensation Act.

Detailees are not eligible for awards under the incentive award program governed by 5 USC 45.

The employee generally is not eligible for coverage under the Federal retirement system and life insurance plans. However, he/she may be enrolled in the Federal health benefits plan if the NIH appointment results in loss of coverage under the outside organization's plan. If the employee retains eligibility under the organization's life, retirement, and health plans, but the organization fails to continue its contributions in behalf of the employer, the IC may by agreement pay the employer's share of the cost of these plans.

## 7. Pay

ICs **may not** reimburse indirect or administrative costs associated with the IPA assignment. Other prohibited costs include reimbursement/payment for tuition credit, office space, staff support, furnishings, and computer time.

Detailees generally receive no salary payment from NIH.  
**Exception:** Detailees assigned to a classified position are entitled to earn the basic rate of pay, including locality pay, of that position. If the non-Federal salary is less than that of the minimum rate of the Federal position the IC must supplement the Detailee's salary to make up the difference.

Employee receives a salary from NIH in the amount appropriate to the position assigned. Premium pay may be given in accordance with Federal laws and regulations. The employee is eligible for a within-grade increase after one (1) year.

<p><b>7. Pay -- By Outside Organization</b></p>	<p>By Agreement the IC may reimburse the outside organization for all, none, or any part of the Detailee's pay. (Pay may not include cost of employer contribution to employee benefit programs.)</p> <p><b>Maximum Payable Salary:</b> There is no maximum payable salary associated with IPAs.</p> <p>Detailee continues to receive salary payment from permanent organization (cost-sharing agreement may allow for reimbursement). Employer contributions to Employee Benefit Programs are paid by the non-Federal organization.</p>	<p>Employer share of benefits cost continues to be paid by the non-Federal organization.</p>
<p><b>8. Conflict of Interest and Political Activity</b></p>	<p>IPA assignees are subject to Federal statutes and regulations on conflict of interest, suitability, and conduct, including restrictions on political activity.</p>	

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